

Xspedius Management Co. Switched Services, LLC
d/b/a Xspedius Communications

Kentucky P.S.C. Tariff No. 2
First Revised Page No. 1
Cancels Original Page No. 1

Xspedius Management Co. Switched Services, LLC

d/b/a Xspedius Communications

14405 Laurel Place, Suite 200

(D)

Laurel, Maryland 20707

(D)

INTEREXCHANGE SERVICES TARIFF

Rules and regulations applicable for furnishing of Intrastate Interexchange Services by Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications between one or more points in the State of Kentucky as authorized by the Kentucky Public Service Commission. This tariff is on file with the Kentucky Public Service Commission and may be inspected during regular business hours. Copies also may be inspected during regular business hours at Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications' principal place of business, 14405 Laurel Place, Suite 200, Laurel, Maryland 20707.

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(D)

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Effective: September 7, 2006

Issued By:

James C. Falvey
Sr. VP - Regulatory Affairs



Xspedius Management Co. Switched Services, LLC
d/b/a Xspedius Communications

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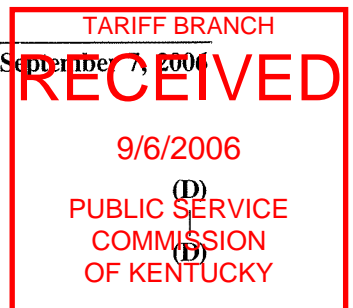
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CHECK SHEET

Pages 1-47 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revisions</u>
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
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9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
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15	Original	45	Original
16	Original	46	Original
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28	Original		
29	Original		
30	Original		

* Indicates new or revised pages

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

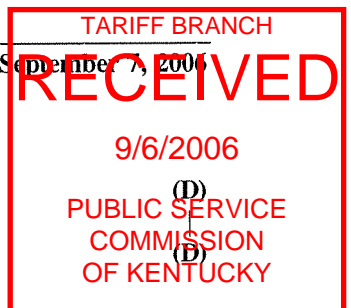
- (C) To signify changed regulation
- (D) To signify discontinued material
- (I) To signify rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify reduction
- (S) To signify reissued material
- (T) To signify a change in text, but no change in rate or regulation
- (Z) To signify a correction

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TARIFF FORMAT

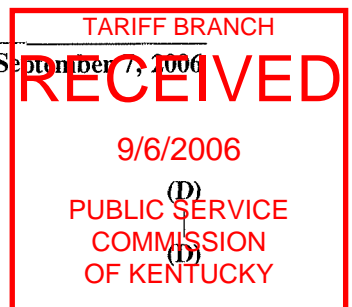
- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages occasionally are added to the tariff. When a new page is added between pages already in effect, a decimal is added to the page number. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.3(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated on the check sheet by an asterisk(*). There will be no other symbols used on the check sheet if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1. DEFINITIONS

Authorized User - Any person, firm, corporation or other entity accessing or utilizing the services furnished by the Company to the Customer.

Billed Party - The person or entity responsible for payment of the Company's service. The Billed Party is the Customer associated with the Telephone Number used to place the call, with the following exceptions:

- (a) in the case of a calling card or credit card call, the Billed Party is the holder of the calling card or credit card used by the User; and
- (b) in the case of a collect or third party call, the Billed Party is the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

Call: A completed connection between the calling and the called station.

Calling Station: The telephone number from which a call originates.

Called Station: The telephone number called.

Commission - Kentucky Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company - Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications

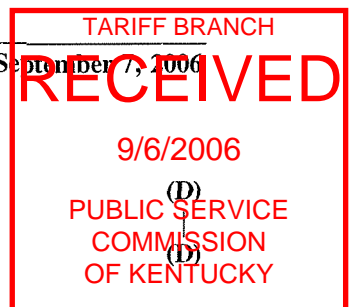
Customer - A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

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SECTION 1. DEFINITIONS (Cont'd)

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the call is originated.

Evening - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the call is originated.

Fiber Optic Cable- A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple reflections to a receiver, which translates a message.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Night/Weekend ("N/Wkd") - The period of time from 11:00 p.m. to (but not including) 8:00 a.m., Monday through Friday, any time on Saturday and all day Sunday, except 5:00 p.m. to (but not including) 11:00 p.m., as measured by local time at the location from which the call is originated.

Prepaid Calling Card - A calling card or other tangible item which (i) contains an Access Number or an access code, (ii) is supplied by the Company or its agent, and (iii) permits a User to use the Company's services up to an amount prepaid to the Company. Calls charged to a prepaid calling card will be debited against the amount the User has prepaid.

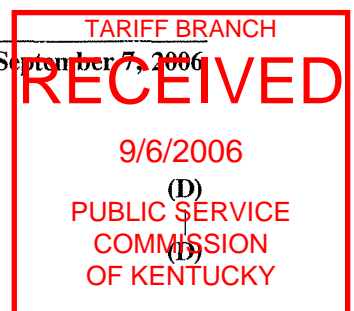
Service Order- The written request for network services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the service commencement date.

User - Customer or any Authorized User.

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SECTION 2. TERMS AND CONDITIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate long distance services provided by the Company. The Company's services are furnished subject to the availability of facilities and the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of the Company.

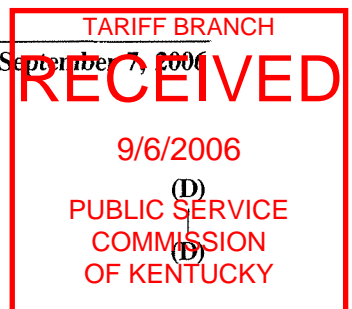
2.2. Shortage of Equipment or Facilities

- 2.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.2.2 The furnishing of service under this tariff is subject to the availability in a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.3 Use and Availability of Service

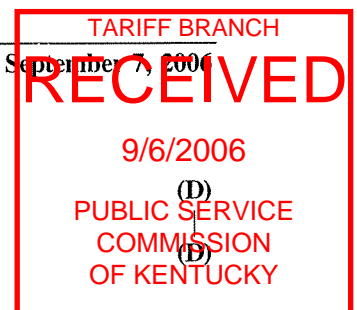
- 2.3.1 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.3.2 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.3 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.3.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.3.5 The Company reserves the right to refuse service to individuals under the age of 18 and may require proof of age prior to initiating service.
- 2.3.6 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.3.7 Service temporarily may be refused or limited because of system capacity limitations.
- 2.3.8 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.3.9 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.3 Use and Availability of Service (Cont'd)

2.3.10 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.3.11 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariff. Customers also will be required to execute any other documents as may be reasonably requested by the Company.

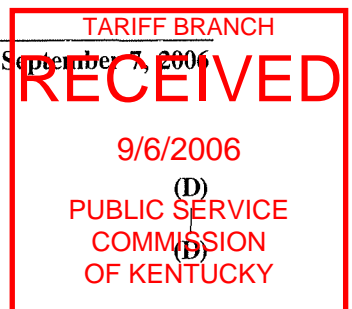
2.3.12 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.4 Liability of the Company

- 2.4.1 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.4.2 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.
- 2.4.3 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.4 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.4.4 as a condition precedent to such installations.

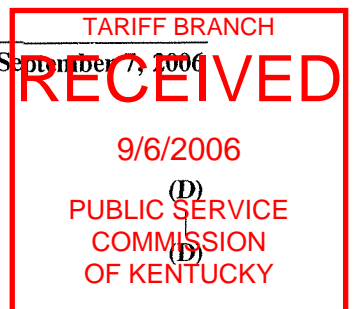
2.4.5 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.6 The Company shall be indemnified, defended, held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

2.4.7 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

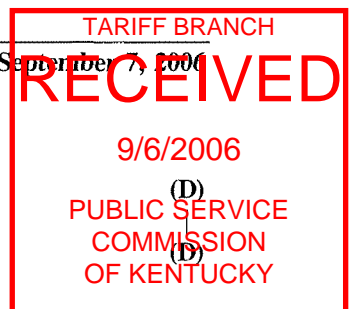
2.4.8 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.5 Notification of Service-Affecting Activities

2.5.1 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

2.6 Provision of Equipment and Facilities

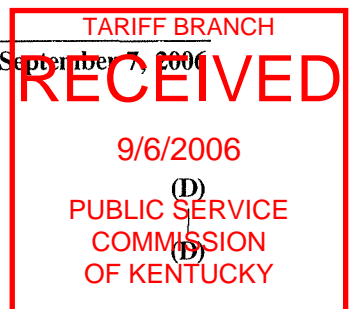
2.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.6 Provision of Equipment and Facilities (Cont'd)

2.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

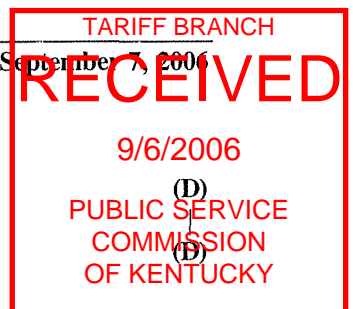
2.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.6 Provision of Equipment and Facilities (Cont'd)

2.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment.

2.7 Nonroutine Installation

2.7.1 At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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COMMISSION
(D)
OF KENTUCKY

SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.8 Ownership of Facilities

2.8.1 Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.9 Prohibited Uses

2.9.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.9.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PUC regulations, policies, orders, and decisions.

2.9.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.10 Obligations of the Customer

2.10.1 The Customer shall be responsible for:

(a) the payment of all applicable charges pursuant to this tariff;

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.10 Obligations of the Customer (Cont'd)

2.10.1 (Cont'd)

- (b) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Network Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.10.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.10 Obligations of the Customer (Cont'd)

2.10.1 (Cont'd)

- (e) not creating or allowing any liens or other encumbrances to be placed on the Company's equipment or facilities.

2.11 Claims

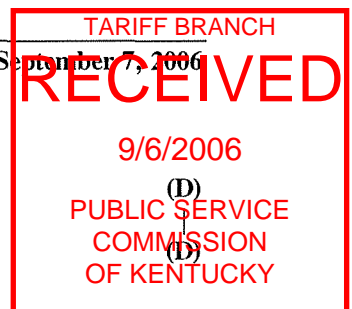
2.11.1 With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.11 Claims (Cont'd)

- (c) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (d) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.10.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.12 Customer Equipment and Channels

2.12.1 A Customer may transmit or receive information or signals via the facilities of the Company.

2.12.2 Customer provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

2.12.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.12 Customer Equipment and Channels (Cont'd)

2.12.4 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.12.5 Network Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.13 Inspections

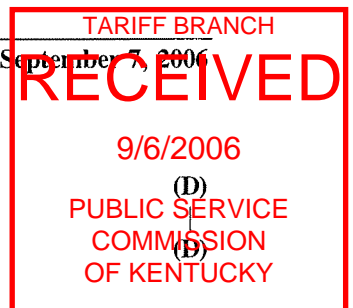
2.13.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in section 2.12.3 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.13 Inspections (Cont'd)

2.13.2 If the protective requirements for Customer provided equipment **are not being complied** with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.14 Payment Arrangements

2.14.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.14.1.A Taxes

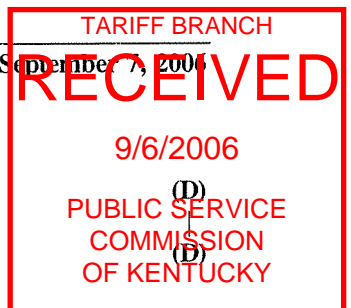
The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

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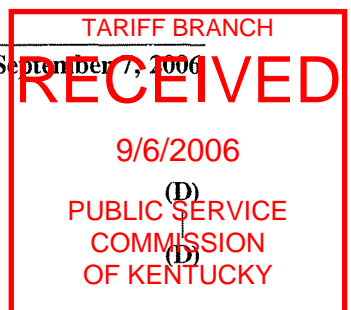
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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.1 Payment for Service (Cont'd)

2.14.1.B Term Payment Plan

Customers that sign up for service for a three (3) year term will receive a five percent (5%) discount from the published monthly recurring rates. Customers that sign up for service for a five (5) year term will receive a ten percent (10%) discount from the published monthly recurring rates. Both term options are subject to the termination liability charges set forth in Section 2.14.1.C.

2.14.1.C A termination liability charge will be applicable for service rate elements provided under a term payment plan, as described in Section 2.14.1.B of this Tariff, that are disconnected prior to the end of the chosen service period. The termination liability charge is equal to the number of months remaining in the service period multiplied by fifty percent (50%) of the monthly rates for the rate elements disconnected.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.2 Billing and Collection of Charges

- 2.14.2.A The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.
- 2.14.2.B Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- 2.14.2.C The Company shall present invoices for Recurring Charges monthly to the Customer, on or about the first day of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- 2.14.2.D When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.2 Billing and Collection of Charges (Cont'd)

2.14.2.E Billing of the Customer by the Company will begin on the service commencement date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.14.2.F If any portion of the payment is not received by the Company on or before the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then the Customer's account shall be delinquent, and a late payment penalty shall be due to the Company. The due date shall be no earlier than thirty (30) days after the Company's invoice is mailed. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of: (a) a rate 2 percentage points above the Wall Street Journal prime rate, as published from time to time; or (b) the highest interest rate which may be applied under applicable state law for commercial transactions. Additional penalty charges will not be assessed on unpaid penalty charges.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.3 Deposits

2.14.3.A If a Customer cannot demonstrate satisfactory credit by reasonable means appropriate under the circumstances, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two twelfths of a Customer's estimated annual billings.

2.14.3.B When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account, but in no case shall the Company retain the deposit of a Customer who has made prompt and satisfactory payments to the Company for a period of twelve consecutive months.

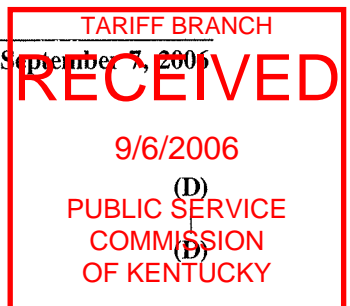
2.14.3.C Deposits held will accrue interest at an annual rate of six (6) percent from the date of deposit, as prescribed by state law. Interest accrued shall be refunded to the customer or credited to the customer's bill on an annual basis, except that the Company shall not refund or credit interest on deposits if the customer's bill is delinquent on the anniversary of the deposit date. If interest is paid or credited to the customer's bill prior to twelve (12) months from the date of deposit, the payment or credit shall be on a prorated basis.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.3 Discontinuance of Service

2.14.3.D Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.14.3.E Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.14.3.F Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.14.3.G Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.3 Discontinuance of Service (Cont'd)

2.14.3.H Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.14.3.I Upon the Company's discontinuance of service to the Customer under section 2.14.4.A or 2.14.4.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.14.4 Cancellation of Application for Service

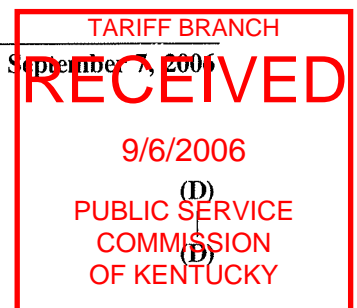
2.14.4.A Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.4 Cancellation of Application for Service (Cont'd)

2.14.4.B Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

2.14.4.C Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.5 Changes in Service Requested

2.14.5.A If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.15 Contested Charges

2.15.1 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company. In the case of a billing dispute between the Customer and the Company which cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.15.1.A The Customer may request, and the Company will provide to the Customer, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.15.1.B If a Customer makes a written complaint to the Company, the Company must keep a record of the complaint for two years, including the complainant's name and address, the nature of the complaint and its resolution. If a written complaint remains unresolved after Company review, the Company must provide written notice to the Customer of their right to file a complaint with the Kentucky Public Service Commission and the Commission's address and telephone number of 730 Schenkel Lane, Frankfort, KY 40602 and (502) 564-3940.

2.15.1.C If a Customer makes a telephonic complaint to the Company, which remains unresolved after Company review, the Company must provide oral notice to the Customer their right to complain to the Commission, including the Commission's address and telephone number.

2.15.2 Billing inquiries may be directed to the Company at 1-800-831-0309.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.16 Allowances for Interruptions in Service

2.16.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.16.2.A for the part of the service that the interruption affects.

2.16.2 Credit for Interruptions

2.16.2.A A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.16.2.B For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rate, specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.16 Allowances for Interruptions in Service (Cont'd)

2.16.2 Credit for Interruptions (Cont'd)

2.16.2.C A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.16 Allowances for Interruptions in Service (Cont'd)

2.16.2 Credit for Interruptions (Cont'd)

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

2.16.3 Limitations on Allowances

No credit allowance will be made for:

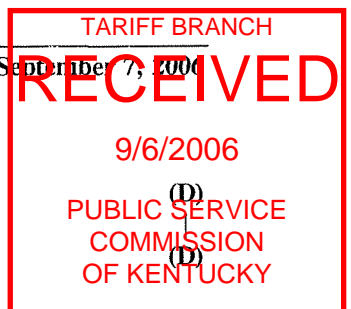
- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.16 Allowances for Interruptions in Service (Cont'd)

2.16.3 Limitations on Allowances (Cont'd)

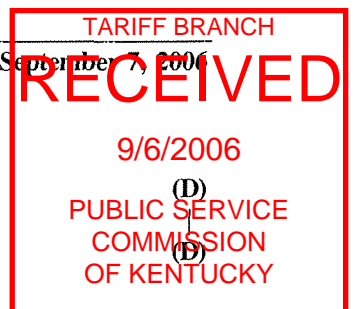
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (g) interruption of service due to circumstances or causes beyond the control of Company.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.16 Allowances for Interruptions in Service (Cont'd)

2.16.4 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equalling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.17 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.16 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.14 all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.18 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

2.19 Notices and Communications

2.19.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

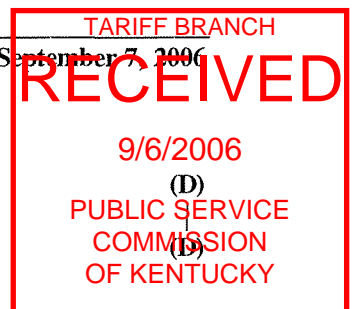
2.19.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.19.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.19 Notices and Communications (Cont'd)

2.19.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.20 Individual Case Basis (ICB) Arrangements

2.20.1 Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different from those specified for such services in Section 4 of this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

2.21 Temporary Promotional Programs

2.21.1 The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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SECTION 3. EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rate table associated with the various services offerings described in Section 4.

3.1 Timing of Calls

- 3.1.1 Billing for calls placed over the Company's underlying carrier's network is based on the duration of the call. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answers, including answer supervision hardware by which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing ends when either party hangs up.

3.2 Computation of Charges

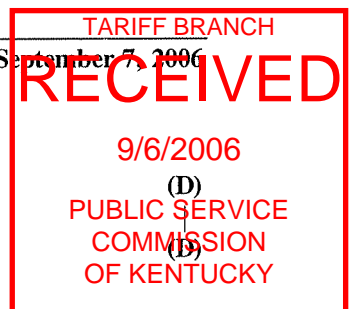
- 3.2.1 As set forth in Section 4, calls will be billed in increments of either: (i) an initial eighteen (18) second period and additional six (6) second periods; (ii) an initial thirty (30) second period and additional six (6) second periods; (iii) an initial sixty (60) second period and additional thirty (30) second periods; or (iv) an initial one (1) minute period and additional one (1) minute periods; or (v) an initial six (6) second period and additional six (6) second periods.

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SECTION 4. RATE SCHEDULES

4.1 Audio Conference Calling

4.4.1 Description of Service

Audio Conference Calling service is an audio service that allows Customers to establish conference calls with individuals located at different sites. Customers may select among the following audioconferencing services when making a conference reservation:

800 Attended- Using the 800 Attended option, each participant to the conference enters into the conference meeting using their pre-assigned conference telephone number. 800 Attended provides a "live" conference operator who will enter each participant into the conference meeting.

800 Unattended- The 800 Unattended option is designed for experienced conference users who do not require a "live" conference operator to greet and enter participants into audioconferencing meetings. Under this option, each participant will dial into their scheduled Unattended call, receive an electronic voice greeting and prompt to enter their pass code into the telephone keypad to enter their conference meeting.

Dial Out- The Dial Out option is available for meetings that require a conference operator to "dial out" to meeting participants at a scheduled meeting time. The Dial Out participant list is either verbally given when the conference reservation is made or the Customer may fax the list of conference participants.

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SECTION 4. RATE SCHEDULES (Cont'd)

4.1 Audio Conference Calling (Cont'd)

4.4.1 Description of Service (Cont'd)

Local Meet Me Attended- Under the Local Meet Me Attended option, the participant, using a local DID number, dials into the conference meeting using a pre-assigned conference telephone number. Personal 800 numbers also can be used for those who schedule Local Meet Me Attended conferences. The participant will be greeted by a conference operator and each will be asked for the conference password. Additional security information can be requested by the operator such as the participant's name, or their employee number for high security conference meetings.

Local Unattended- Under the Local Unattended option, the participant, using a local DID number, dials into the conference meeting using a pre-assigned conference telephone number. Local Unattended is designed for Customers who are comfortable with audio conference meetings and do not require a "live" conference operator to greet and enter them into the conference call. Each participant will dial into their scheduled Unattended call, receive an electronic voice and prompt to enter the passcode into the telephone keypad to enter their conference meeting.

Audio Conference Customer also may select among the following additional features:

Tape Recording
Transcription
Fax
Tape Copes

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SECTION 4. RATE SCHEDULES (Cont'd)

4.1 Audio Conference Calling (Cont'd)

4.4.2 Billing Increments

Audio Conference Calls are billed in initial one (1) minute increments and additional periods of one (1) minute. All Audio Conference calls are rounded up to the next full minute

4.4.3 Rates

Audio Conference Calling Options

800 Attended	\$.55 per minute
800 Unattended	\$.45 per minute
Dial Out	\$.55 per minute
Local Meet Me Unattended	\$.30 per minute
Local Unattended	\$.25 per minute

Features:

The charges listed below are in addition to those listed for Audio Conference Calling.

Tape Recording	\$12.00 per 90 minutes
Transcription	\$50.00 per transcription hour
Fax	\$.50 per page
Tape Copies	\$10 per tape

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4. RATE SCHEDULES

4.2. Post-Paid Calling Card

4.2.1 Description of Service

Post-Paid Calling Card service enables Customers to make calls through the use of a long distance calling card. Charges incurred are billed to the Customer's Accounts.

4.2.2 Billing Increments

Post-Paid Calling Card calls are billed in initial one (1) minute increments and additional periods of one (1) minute. All Post-Paid Calling Cards are rounded up to the next full minute.

4.2.3 Rates

Per Minute: \$0.20
There is no service charge.

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4. RATE SCHEDULES

4.3 XMC Long Distance

4.3.1 Description of Service

XMC Long Distance is a long distance message telecommunications service provided between points within the state.

4.3.2 Billing Increments

All XMC Long Distance calls are billed in initial six (6) second increments and additional periods of six (6) seconds.

4.3.3 Rates

	<u>Peak</u>	<u>Off-Peak</u>
Initial 6 seconds:	\$0.0110	\$0.0110
Additional 6 seconds	\$0.0110	\$0.0110

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4. Rates Schedules (Cont'd)

4.4 Dedicated Toll Free Service

[RESERVED FOR FUTURE USE]

4.5 Prepaid Calling Card Service

[RESERVED FOR FUTURE USE]

4.6 Directory Assistance

4.6.1 Description of Service

Directory Assistance is a service which provides Customers with access to telephone number information. Customers will incur a directory assistance charge regardless of whether the requested telephone number is listed in the Company's database.

4.6.2 Billing Increments

All XMC Directory Assistance calls are billed on a per call basis.

4.6.3 Rates

\$0.8500, per call

4.6.4 Toll Free Directory Assistance Listing

A Directory Assistance listing charge applies to all 800/888/877 numbers requesting Toll Free Directory Assistance Listing.

Monthly Recurring

Toll Free Directory Assistance Listing (each 800/888/877 number)	\$15.00
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SECTION 4. RATE SCHEDULES (Cont'd)

4.7 Toll Free Service

4.7.1 Description of Service

Toll Free Service is a inbound 800/888/877 switched voice product that provides XMC customers with the capability to receive toll free calls from anywhere within the Continental U.S. including Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands. Features of this Toll Free Service include Area Code Blocking, 800/888 Number Portability, Toll-Free Directory assistance Listing.

XMC offers inbound Toll Free Access to its Customers. Rates for these services vary by specific service offering; and/or time of day, day of week, type of access, mileage, volume, term of commitment. In addition, the Company offers Toll Free directory assistance listing and other miscellaneous features to Customers of its services.

Services are provided for the origination of Toll Free telecommunications within the mainland United States, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Originating availability varies by service type and the Company reserves the right to limit its service origination to specific geographic areas.

All services are available 24 hours a day, seven days a week.

All rates are expressed in U.S. Dollars.

4.7.2 Service Availability

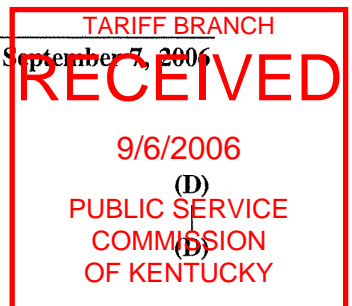
All XMC inbound Toll Free services are available to Customers in any area of the U.S. mainland served by an equal access central office. Calls can be placed from any location in the U.S. mainland, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

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SECTION 4. RATE SCHEDULES (Cont'd)

4.7 Toll Free Service(Cont'd)

4.7.3 Billing Increments

Charges are based on intervals of a minimum of 6 seconds and 6 second increments thereof. Rounding to the next highest increment requires the application of Minimum Billed Call increments

4.7.4 Rate Periods

Applicable rate periods (Day and Non-Day) are indicated below:

Day Rate Period: Monday through Friday, 8:00 AM to 5:00 PM*

Non-Day Period: All days, 5:00 PM to 8:00 AM*, Saturday and Sunday, 8:00 AM to 5:00 PM*

For the following holidays the Non-Day Rate Period rates apply, unless a lower rate would normally apply:

New Year's Day***
Memorial Day**
Independence Day***

Labor Day**
Thanksgiving Day**
Christmas Day***

4.7.5 Rates:

<u>800/888 Switched Service</u>	<u>Day</u>	<u>Non-Day</u>
Initial 6 seconds	\$0.0110	\$0.0110
Additional 6 seconds	\$0.0110	\$0.0110
Monthly Surcharge (Each 800/888/877 number ordered)	\$1.00	

*-All times are expressed as: To, but not including

**--As federally observed.

***-When this holiday falls on a Sunday, the Holiday rate applies to calls placed on the following Monday.
When this Holiday falls on a Saturday, the Holiday calling rate applies to calls placed the preceding Friday.

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.7 XMC Service Descriptions

- 3.7.1 **XMC Toll Free Service** Toll Free Service is a inbound 800/888 switched voice product that provides customers with the capability to receive toll free calls from anywhere within the Continental U.S. including Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands. Toll Free numbers are dialed simply by the caller dialing the 800/888/877 number.

Monthly Surcharges

Monthly surcharges apply to every 800/888/877 number the XMC customer orders.

	Monthly Surcharge
800/888/877 Surcharge	\$1.00

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